

C. Liability for Common Expenses. Each Unit Owner shall be liable for a share of the common expenses as set out in Exhibit "B."

ARTICLE VI

MAINTENANCE, ALTERATION AND IMPROVEMENT

Responsibility for the maintenance of the condominium property and restrictions upon its alteration and improvements shall be as follows:

A. Units.

1. By the Association. The Association shall maintain, repair, and replace at the Association's expense:

a. All portions of a Unit, contributing to the support of the buildings, which portions shall include but not be limited to the outside walls of the buildings, and all fixtures on its exterior, boundary walls of Units, floor and ceiling slabs, load-bearing columns, load-bearing walls, except the Association shall not be responsible for windows and window frames, sliding glass doors and frames, entrance doors and door frames, which are Unit Owner responsibilities as covered in paragraph 2(a) below.

b. All incidental damage caused to a Unit by such work shall be repaired promptly at the expense of the Association.

2. By the Unit Owner.

a. It shall be the responsibility of each Unit Owner to maintain, repair and replace at his expense all portions of his Unit except the portions to be maintained, repaired and replaced by the Association, including but not limited to built-in cabinets, air conditioning and heating units, including condensers and all appurtenances thereto wherever situated, and refrigerator, stove, fans, hot-water heater, dishwasher, and all other appliances, drains, plumbing fixtures and connections, sinks, all plumbing and waterlines within the Unit, electric panels, electric wiring and electrical outlets and fixtures within the Unit, interior doors, windows, screening and glass, all exterior doors, except the painting of the exterior of exterior doors shall be a common expense of the Condominium, and pay for all his utilities i.e. electric, and telephone. An Owner is also responsible for the cost of repair, maintenance and replacement for any plumbing lines, water lines, ducts, pipes, wiring, conduits or vents, or other facilities for the furnishing of services to a single Unit, wherever located. Such work shall be accomplished by the Association and the Owner shall reimburse for the cost of the work. Where a Unit is carpeted, the cost of maintaining and replacing the carpeting shall be borne by the Owner of said Unit. Each Unit Owner shall maintain, care for and preserve portions of the Limited Common Elements as provided in this Declaration. Such shall be done without disturbing the rights of other Unit Owners.

b. Not to paint or otherwise decorate or change the appearance of and portion of the exterior of the buildings without the approval of the Association.

c. To promptly report to the Association any defect or need for repairs for which the Association is responsible.

d. To install, maintain, replace, and repair all hurricane shutters or hurricane impact windows in the following locations:

- Living room windows (South)
- Living room and kitchen doors (South) – Entire Opening
- Bedroom sliding glass doors (North)
- Living room sliding glass doors (East and West)
- Bedroom windows-27 and 30 stack

Although not mandatory, Owners may install shutters or hurricane impact windows on other doors and windows of the Units if they choose. Shutters on balconies may be mounted directly on individual doors and windows or be mounted on the balcony wall to form a complete enclosure of the balcony area.

Each Owner must apply to the Board of Directors for approval prior to entering into a contract for installation of hurricane shutters or hurricane impact windows pursuant to Article XIII of this Declaration. While Owners are entitled to install shutters or hurricane impact windows, the Association is entitled to regulate the appearance of those shutters or hurricane impact windows.

In any case where an Owner fails to install shutters or hurricane impact windows as stated above, the Association may proceed to order the installation and bill the Unit Owner for such installation. The non-compliant Unit Owner must pay for the installation within fifteen (15) days of receipt of the bill. Should a non-compliant Owner fail to pay when requested to do so, the cost of the installation along with reasonable administrative fees incurred by the Association, shall be deemed a Special Assessment against that particular non-complying Unit and Owner. Such Assessment shall be treated the same as any other Assessment levied by the Association, and collectable pursuant to this Amended and Restated Declaration. In addition to the installation, the Association may, at the option at the Board of Directors, also levy a fine against a non-complying Owner for failure to install mandatory shutters.

After installation, all shutters or hurricane impact windows shall be properly maintained, repaired, and if required, replaced, at Unit Owner expense. Should any Owner fail in this responsibility, the Association shall provide written notice of the failure, including a reasonable deadline for compliance. If the Owner fails to act after notice, the Association may contract for any required repair, maintenance, or replacement and bill the owner for such work. The non-compliant Unit Owner must pay for the work within fifteen (15) days of receipt of the bill. Should a non-compliant Owner

fail to pay when requested to do so, the cost of the work along with reasonable administrative fees incurred by the Association, shall be deemed a Special Assessment against that particular non-complying Unit and Owner. Such Assessment shall be treated the same as any other Assessment levied by the Association, and collectible pursuant to Article X of this Declaration. In addition to the repair, maintenance or replacement work, the Association may, at the option at the Board of Directors, also levy a fine against a non-complying Owner.

e. Provided however, except for vents in pipes which protrude through the roof, the Association is not responsible for maintenance of any ducts, pipes, wiring, conduits, plumbing or other facilities for the furnishing of services to a single Unit.

f. To maintain any items added by a Unit Owner (or his predecessor) to limited common elements adjacent to his or her Unit such as ceiling fans.

g. In any case where an Owner shall fail to properly maintain his condominium or fulfill his responsibilities under this Article, the Association, after written notice and a reasonable time for the Owner to remedy the problem, shall have the right to go in and affect a remedy. Any and all costs associated with such remedy shall be assessed against the Owner who has failed to take the required action. Such assessment shall be collectible as provided for General Assessments under Article VII of this Declaration.

3. Alteration and Improvement. Neither a Unit Owner nor the Association shall make any alteration to the portions of a Unit or of any Unit buildings that are to be maintained by the Association, or remove any portion of such, or make any additions to them, or do anything that would jeopardize the safety or soundness of an Unit buildings, or impair any easement, without first obtaining approval in writing of the Owners of all Units in which such work is to be done, and the approval of the Board of Directors of the Association. A copy of plans for all such work prepared by an engineer or architect licensed to practice in this state shall be filed with the Association prior to the start of the work.

B. Common Elements.

1. By the Association. The maintenance and operation of the common elements shall be the responsibility of the Association and a common expense. The Association is responsible for repair, maintenance and replacement of any vents, ducts, pipes, wiring, conduits, plumbing lines, water lines, or other facilities for the furnishing of services to a single Unit if located within the common elements or another unit. The unit served will be responsible for the cost of such work as provided in Section A. 2 of this Article VI.

2. Alteration and Improvement. The Board of Directors shall determine the exterior color scheme of the building. Other than painting and color decisions, the Board of Directors may authorize alterations or improvements including sale or modification of the common areas, provided that the cost thereof does not exceed ten percent (10%) of the annual budget in value or expense. Any modification, sale, alteration or improvement that exceeds ten percent (10%) of the annual budget in value or expense, shall not be made unless approved in writing by the Owners of not less than sixty-six and two-thirds percent (66 2/3%) of the common elements. No Owner, at any time, may make any exterior change, modification or addition of any type or nature unless advance written permission is obtained from the Board of Directors, which permission may be declined in the discretion of the Board.

ARTICLE VII

ASSESSMENTS

The making and collection of assessments against Unit Owners for common expenses shall be pursuant to the Bylaws and subject to the following provisions:

A. Share of Common Expenses. Each Unit Owner shall be liable for share of the common expenses as set out in Exhibit "B."

B. Assessments. Assessments shall be levied based on the budget as approved by the Board. Special Assessments may be levied as required for unanticipated expenses.

C. Individual Assessments. As provided in Article VI, B 2, g, individual assessments shall be levied against the Owner(s) involved.

D. Interest; Application of Payments. Assessments and installments on such assessments, paid on or before ten (10) days after the date when due, shall not bear interest, but all sums not paid when due shall bear interest at the highest rate permitted by Florida law. All payments upon account shall be first applied to interest and then to the assessment payment first due. The Association may also charge a late fee as permitted by Florida law.

E. Lien for Assessments. The lien for unpaid assessments shall also secure reasonable attorney's fees and costs incurred by the Association incident to the collection of such assessment or enforcement of such lien. The lien may be foreclosed as provided in Florida Statute 718.116.

F. Rental Pending Foreclosures. In any foreclosure of a lien for assessments, the Owner of the Unit subject to the lien shall be required to pay a reasonable rental for the Unit, and the Association shall be entitled to the appointment of a receiver to collect the same.